once having acquired jurisdiction for any purpose, equity may proceed and give complete relief; and accordingly, where a plaintiff establishes his right to a permanent injunction, he may also have damages for past injury. *Keppel* v. *Lehigh Coal, etc. Co.*, 200 Pa. 649, 50 Atl. 302. See 1 AMES, CASES, EQUITY, 571, note; 1 POMEROY, EQ. JUR., 4 ed., § 237. If damages had been the only remedy sought by the several plaintiffs, the jurisdiction of equity having been invoked solely to avoid a multiplicity of suits, it could be said, with some show of reason, that there was a misjoinder of causes of action, — that each action should be tried separately at law. *Ducktown Sulphur, etc. Co.* v. *Fain*, 109 Tenn. 56, 70 S. W. 813; *Tribette* v. *Ill. Cent. R. Co.*, 70 Miss. 182, 12 So. 32; *Roanoke Guano Co.* v. *Saunders*, 173 Ala. 347, 56 So. 198. But *cf. Guess* v. *Stone, etc. Ry. Co.*, 67 Ga. 215. But where several plaintiffs are permitted to join in a bill for an injunction, there seems to be no reason why equity should not award separate damages to each, as was done in the principal case. However, owing to the former hostility of the common-law courts, equity has, in such a situation, been reluctant to give the characteristically legal remedy of money damages even by way of complete relief. *Murray* v. *Hay*, *supra; City of Paducah* v. *Allen*, 49 S. W. (Ky.) 343. See *Grant* v. *Schmidt*, 22 Minn. 1, 3. The tendency represented by the principal case is a wholesome one.

HOMICIDE — INTENT — INTENT TO KILL NOT COINCIDENT WITH KILLING. — The accused struck his wife with a plowshare. Under a reasonable belief that she was dead, the accused then hung her to a beam, so that it might be thought she had committed suicide. In fact, it was the hanging and not the blow that caused death. *Held*, that the accused is not guilty of murder under the Indian Penal Code. *In re Palani Goundan*, 26 Madras L. T. R. 68.

At common law it is clear that the hanging, of itself, would not make the accused guilty of murder because of the lack of a guilty mind, since the intent of an accused must depend on the facts as he reasonably conceived them. *Shorter* v. *People*, 2 Comst. (N. Y.) 193; *Reg.* v. *Rose*, 15 Cox. c. c. 540. And obviously the blow with the plowshare, of itself, would not make him guilty even of manslaughter, because it did not kill. But the hanging having been done to conceal the effects of the blow, the two may be regarded as so bound together that whatever intent the accused had at the time he struck the blow may be attributed to him at the time of the hanging. *Cf. Jackson* v. *Commonwealth*, 100 Ky. 239, 38 S. W. 422, 1091. Similarly, in other parts of the criminal law it is held that the intent outlives the technical completion of the offense. On such reasoning, if A and B commit a burglary in common, and during their escape A kills a man, B is guilty of murder. *Starks* v. *State*, 137 Ala. 9, 34 So. 687. Under this view of the principal case the defendant would, at common law, be guilty of either murder or manslaughter, according to the nature of the original assault. *Jackson* v. *Commonwealth*, 100 Ky. 239, 38 S. W. 422, 1091. But this theory is not wholly satisfactory, because it operates as a conclusive presumption that at the time of his second act the accused had a certain mental state, which it is quite possible he did not have in fact. It is suggested that the difficulty could be overcome by regarding the blow as the proximate cause of death, either on the ground that it directly caused the hanging, or that the hanging was done in an attempt to lessen the danger (to himself) caused by the blow. Both these theories are equally applicable under the Indian Code. See INDIAN PENAL CODE, § 299.

ILLEGAL CONTRACTS — CONTRACT AGAINST PUBLIC POLICY — MEMBER OF LEGISLATURE ACTING AS LAND AGENT BETWEEN VENDOR AND GOVERNMENT. — The defendant employed the plaintiff's agent, A, who was a member of the legislative assembly, to sell the defendant's land to the government. The legislative assembly had the power to advise the board and minister charged

with the purchase of the land and finally to review their decision. The plaintiff sues on the contract for commission for the services rendered by him, through A, to the defendant in the sale of the land. *Held*, that the contract is unenforceable. *Horne* v. *Barber*, [1919] V. L. R. 553.

In determining whether a contract is against public policy, its tendency, and not simply the actual result, must be considered. *McMullen* v. *Hoffman*, 174 U. S. 639; *Sherman* v. *Burton*, 165 Mich. 293, 130 N. W. 667; *Egerton* v. *Brownlow*, 4 H. L. C. 1. Agreements between private individuals to influence official action by such methods as may substitute private interests in the place of the public welfare are illegal. *Hare* v. *Phaup*, 23 Okla. 575, 101 Pac. 1050; *Drake* v. *Lauer*, 93 N. Y. App. Div. 86, 86 N. Y. Supp. 986. The same is true of contracts to agitate popular action for individual motives. *Metz* v. *Woodward-Brown Realty Co.*, 182 N. Y. App. Div. 60, 169 N. Y. Supp. 299; *Stirtan* v. *Blethen*, 79 Wash. 10, 139 Pac. 618. By the better view, contracts for a contingent commission upon a sale to the government do not come within this principle because the corrupting tendency is too remote. *Kerr* v. *American Pneumatic Service Co.*, 188 Mass. 27, 73 N. E. 857. But public officers are barred from having a private interest in the contracts of the body which they represent. *Goodyear* v. *Brown*, 155 Pa. St. 514, 26 Atl. 665; *Brennan* v. *Purington Paving Brick Co.*, 171 Ill. App. 276. There can be no doubt that the instant case falls within the category of agreements tending to create a corrupting conflict between public duty and private interest and is therefore against public policy. *Cf. Oscanyan* v. *Winchester Repeating Arms Co.*, 103 U. S. 261; *Montefiore* v. *Menday Motor Components Co.*, [1918] 2 K. B. 241.

INSANE PERSONS — CONFLICTING ADJUDICATIONS AS TO COMPETENCY — CAPACITY TO SUE. — In an action for libel in a federal court in New York, the defendant set up a New York court's adjudication of the plaintiff's insanity to establish his incapacity to sue. The New York code provides that a party may prosecute or defend a civil action "unless he has been judicially declared to be incompetent to manage his affairs" (CODE CIV. PRO., § 55). The plaintiff proved a subsequent adjudication of sanity by a foreign court of competent jurisdiction. *Held*, that he was competent to sue. *Chaloner* v. *New York Evening Post Co.*, 260 Fed. 335 (Dist. Ct. S. D. N. Y.).

Since the competency of parties is a procedural question, the federal courts should generally follow local practice on this subject. See U. S. REV. STAT., § 914. Accordingly, the plaintiff could not have successfully maintained, in a federal court in New York, any action for the return of his property held by a New York commission, or for the commission's refusal to deliver it, which he could not have maintained in the state court. *Gasquet* v. *Fenner*, 247 U. S. 16; *Chaloner* v. *Sherman*, 242 U. S. 455. The foreign adjudication could have no extraterritorial effect on the plaintiff's right to property in the custody of the New York commission. *Gasquet* v. *Fenner*, *supra*. Here, however, the plaintiff simply offered the foreign adjudication to establish his competency, under the New York code, to appear in court as a party plaintiff. As the court said, the gist of the code disqualification is the mental incapacity, not the fact of a judicial declaration of insanity. An adjudication of lunacy is not conclusive as to subsequent mental capacity. *Lucas* v. *Parsons*, 23 Ga. 267. See BUSWELL, LAW OF INSANITY, §§ 194 *et seq.* Accordingly, in passing on the plaintiff's capacity to sue, controlling weight was correctly given to the most recent determination of that issue.

INTERNATIONAL LAW — WAR — COSTS AND DAMAGES REFUSED FOR A VIOLATION OF NEUTRALITY WHERE UNINTENTIONAL. — A British war vessel captured a German merchant ship inside Norwegian territorial waters. The British commander had miscalculated his position and had no intention to